

TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL FOR: HEALTH CARE FINANCING ADMINISTRATION	1. TRANSMITTAL NUMBER: <u>0 1 - 1 6</u>	2. STATE MO
	3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)	
TO: REGIONAL ADMINISTRATOR HEALTH CARE FINANCING ADMINISTRATION DEPARTMENT OF HEALTH AND HUMAN SERVICES	4. PROPOSED EFFECTIVE DATE July 1, 2001	

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN ☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN ☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)


6. FEDERAL STATUTE/REGULATION CITATION: CFR 431 Subpart 431	7. FEDERAL BUDGET IMPACT: a. FFY _____ \$ _____ b. FFY _____ \$ _____
8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT: Attachment 4.16-203 Pages 1-6	9. PAGE NUMBER OF THE SUPERSEDES PLAN SECTION OR ATTACHMENT (If Applicable): New Material

10. SUBJECT OF AMENDMENT:

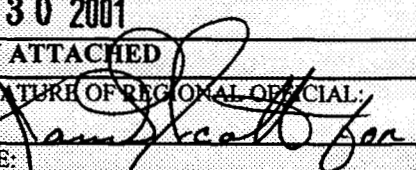
Interagency Agreement between the Department of Social Services and the Department of Elementary and Secondary Education (DESE), for the provision of HCY Services, Administrative Claiming, by the Effective Practices Division of DESE (responsible for the administration of Part B, Section 619 (Early Childhood Special Education or ECSE) and Part C (known as First Steps) of the Individuals with Disabilities Education Act IDEA in Missouri).

11. GOVERNOR'S REVIEW (Check One)

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT ☐ OTHER, AS SPECIFIED:
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL: 	16. RETURN TO: Department of Social Services Division of Medical Services 615 Howerton Court P.O. Box 6500 Jefferson City, MO 65102-6500
13. TYPE NAME: Dana Katherine Martin	
14. TITLE: Director	
15. DATE SUBMITTED: June 26, 2001	

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED: June 26, 2001	18. DATE APPROVED: JUL 30 2001
PLAN APPROVED - ONE COPY ATTACHED	
19. EFFECTIVE DATE OF APPROVED MATERIAL: 07/01/01	20. SIGNATURE OF REGIONAL OFFICIAL: 
21. TYPED NAME: Nanette Foster Reilly	22. TITLE: Acting ARA for Medicaid & State Operations
23. REMARKS:	

cc:
Martin
Vadner
Waite
CO

SPA CONTROL

Date Submitted: 06/26/01
Date Received: 06/26/01

**COOPERATIVE AGREEMENT BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES, DIVISION OF MEDICAL SERVICES
And
THE DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
For
ADMINISTRATIVE CLAIMING**

**I
STATEMENT OF PURPOSE**

The Missouri Departments of Social Services (DSS) through its Division of Medical Services (DMS) and Elementary and Secondary Education (DESE), in order to provide the most efficient, effective administration of Title XIX, Early Periodic Screening, Diagnosis, and Treatment (EPSDT) aka in the state as Healthy Children and Youth (HCY), hereby agree to conditions included in this Cooperative Agreement. The provision of HCY (EPSDT) Administration by the Effective Practices Division of DESE (responsible for the administration of Part B, Section 619 (Early Childhood Special Education or ECSE) and Part C (known as First Steps) of the Individuals with Disabilities Education Act or IDEA in Missouri) has been determined to be an effective method of coordinating services and improving care associated with providing identified services beyond the scope of the state plan which are medically necessary and Medicaid covered services.

The Department of Social Services, Division of Medical Services (DMS) recognizes the unique relationship that the Effective Practices Division of DESE has with the medical, health and educational community reflecting the planning and provision of services under IDEA to families and young children, ages birth to 36 months, with a disability(ies) or developmental delay(s). Further, the DMS recognizes the federal and state obligations of the DESE, Special Education Effective Practices Section to ensure expertise and accountability for the provision of a variety of services under IDEA including case management (service coordination), individualized plan development, service planning, referral and identification of all eligible children statewide, and continuous quality improvement (monitoring and supervision of all services).

The Department of Social Services, Division of Medical Services (DSM) recognizes the Special Education Effective Practices Division of DESE as the most suitable agency to administer these functions through HCY (EPSDT) administration for those children in need of Medicaid medically necessary services.

The Department of Social Services and the Department of Elementary and Secondary Education enter into this Cooperative Agreement with full recognition of all other existing agreements between these respective Departments which are currently included in the Title XIX State Plan.

MUTUAL OBJECTIVES AND RESPECTIVE RESPONSIBILITIES

1. Assure early and appropriate screening, evaluation, assessment and intervention services so that diagnosis and treatment occur in a timely manner.
2. Assure that services are of sufficient amount, duration, and scope to responsibly achieve the state purpose.
3. Establish a medical home as defined in Section 9 of the General Chapters of the Medicaid Provider Manual, for those Medicaid eligible children receiving HCY (EPSDT) service coordination activities.
4. Assure services are provided by appropriate Medicaid enrolled providers for the correction or amelioration of conditions identified through an HCY (EPSDT) screen. The services authorized will be determined by the medical necessity of the service and limitations of the HCY (EPSDT) program as defined by the Medicaid Manual.
5. Assure that all children eligible under Part C of IDEA, ages birth to 36 months, are provided service coordination.

II RESPECTIVE RESPONSIBILITIES

Department of Social Services Agrees to:

1. Reimburse DESE the Title XIX federal share of actual and reasonable costs for HCY (EPSDT) administrative activities provided by DESE, the System Points of Entry and the Local Interagency Coordinating Councils based upon a time-accounting system which is in accordance with the provisions of OMB Circular A87 and 45 CFR parts 74 and 95; Administrative costs include expense and equipment costs necessary to collect data, disseminate information, and carry out all DESE functions outlined in this agreement. Also included are EPSDT research services and actual and reasonable EDP costs incurred for the provision of data necessary for the coordination, identification and effective case planning for the target population.

The rate of reimbursement for eligible administrative costs will be 50%. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel and their supporting cost including compensation, travel and training, will be reimbursed at 75% when the criteria of 42 CFR 432.50 are met. Changes in federal regulations affecting the matching percentage, and/or cost eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

The reimbursement of the federal share shall be provided upon receipt of quarterly financial statement certified by the DESE for eligible claims prepared in accordance with applicable federal regulations.

2. Provide DESE access to the information necessary to properly provide HCY (EPSDT) Administrative Case Management..
3. Collaborate in the development of periodic quality assurance and utilization reviews with DESE.
4. Meet and consult on a regular basis, at least quarterly, with DESE on issues related to this agreement.

Department of Elementary and Secondary Education Agrees to:

1. Employ or contract with all necessary and appropriate Administrative and Professional Staff reflecting the broad range of licensed, registered and/or certified practitioners.
2. Employ or contract with administrative staff to provide technical assistance to the Medicaid Case Management providers.
3. Provide linkage of data systems for coordination, identification, and effective case planning for the target population. The goal of this linkage is to monitor utilization, access and evaluation of the birth to 36 months system integrity.
4. Aid and assist in the development of appropriate screening tools utilized in the HCY screening.
5. Provide HCY (EPSDT) Administration as an agent for the Department of Social Services to assess the necessity for adequacy of medical care, services provided, and act as liaison with multiple disciplines regarding the medical aspects of the program. Activities include:

Outreach Activities

Will assist in identifying possible Medicaid eligibles and referring them to the Division of Family Services for eligibility determination.

Service Coordination

Assistance will be provided to clients/families in establishing a medical home as defined in Section 9 of the General Chapters of the Missouri State Medicaid Provider Manual and making appointments for:

Appropriate primary care and screening services or, evaluations and treatment services identified as medically necessary and prior authorized, or both;

Service (Case) Planning

This activity includes the development of interdisciplinary/multi disciplinary teams and plans for coordinating medical services required for the child and services for the family designed to enhance their capacity to meet the developmental needs of their child;

Service Identification

This may take place within the case planning conference. From the evaluations and case plan narrative, and with deference to the wishes of the client/family, the administrative case manager will facilitate the team identification of the kind, amount, intensity, and duration of services which are required to meet case plan goals. This activity may also include identifying for the client/family all the potential providers of service and documenting the choices which are made.

Service Monitoring

This would include reviewing the service plan and any documentation required to identify the client's progress. Service monitoring includes assurance of identification, planning, and implementation of the services and service coordination.

6. Case Closure, Referral and Realignment of Service Plan

DESE will act as liaison in the due process for the recipient and his/her family. The child will be maintained by a primary health care provider who will assist the family/child in accessing services if further need for evaluation or treatment services are identified.

7. Account for the activities of the personnel employed or contracted under this agreement in accordance with the provisions of OMB circular A87 and 45 CFR part 74 and 95.
8. Provide as required by the State Medicaid Agency the information necessary to request Federal funds available under the State Medicaid match rate. Submit detailed billings and use Standard Form 269 in addition to the billings for the necessary certification by the Executive Officer for the Department of Elementary and Secondary Education.
9. Return to DSS any federal funds which are deferred, and/or untimely disallowed arising from the administrative claims submitted by DSS on behalf of DESE.
10. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance, and coordination.

11. DESE will seek General Revenue appropriations to provide the federal matching share for those HCY (EPSDT) services provided to DESE clients.
12. Meet and consult on a regular basis, at least quarterly, with DSS on issues arising out of this agreement.
13. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid plan to issue policies, rules and regulations on program matters including the review and approval by the Division of Medical Services of all printed material developed by the Department of Elementary and Secondary Education to fulfill this agreement.

III PROGRAM DESCRIPTIONS

HCY (EPSDT) administration activities for the efficient operation of the state plan. These activities are the nature of aiding the potential HCY (EPSDT) eligible recipient to gain eligibility, access screening records, follow-up referrals to additional medical providers, the establishment of a health care home, the development of a service plan, follow through on that service plan and aid the family in becoming able to meet their child's needs in such a way that they are able to function at an optimal level with less intervention.

HCY (EPSDT) administration is committed to the least restrictive method of treatment for children and will maintain this as a priority.

The Department of Elementary and Secondary Education (DESE) is the state lead agency responsible for ensuring the provision of early intervention services to eligible infants and toddlers, ages birth to 36 months, with disabilities and their families consistent with the requirements of Part C of the Individuals with Disabilities Education Act. DESE is also responsible for the administration of Section 619 of Part B of the Act, ensuring the provision of free, appropriate and public education to eligible children ages 3-5.

The Department is responsible for ensuring that the minimum components of a statewide system of early intervention services for eligible infants and toddlers and their families, as required by the United States Department of Education is established and maintained in the state. Included in the requirements of both programs is the responsibility to ensure that all potentially eligible children are located and identified, and that those determined eligible are provided with an Individualized Family Service Plan or an Individualized Education Plan, and supported with service coordination to ensure the successful implementation and monitoring of the plan. It is DESE's responsibility as lead agency for both Parts B and C to ensure that appropriate individualized services are provided to eligible children and their families, and to ensure that appropriate resources and fund sources are utilized in the provision of these federal requirements.

IV PROGRAM EVALUATION PLAN

An oversight group consisting of the Directors of the DSS/DESE or their designees and an equal number of other persons from their respective divisions chosen by the Directors shall meet at least quarterly for the purpose of program development, review, and evaluation to discuss problems and to develop recommendations to improve programs for better and expanded services to eligible individuals. These activities shall include consideration of:

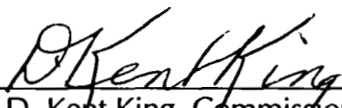
1. The evaluation of policies, duties and responsibilities of each agency;
2. Arrangements for periodic review of the agreements and for joint planning for changes in agreements; and
3. Arrangements for continuous liaison between the Divisions and Departments and designated staff responsibility for liaison activities at both the state and local levels.

V TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be effective July 1, 2001, and remain in effect until canceled by one or both parties. This agreement may be canceled at any time, upon agreement of both parties or by either party after giving thirty (30) days prior notice in writing to the other party, provided, however that financial arrangement(s) pertaining to this agreement shall remain in effect and reimbursement shall be made for the period when the agreement is in full force and effect. This agreement may be modified at any time by the written agreement of both parties.


Dana Katherine Martin, Director
Department of Social Services

June 26, 2001
Date


Dr. D. Kent King, Commissioner
Department of Elementary
and Secondary Education

5-25-01
Date